

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <div style="text-align: right;">A7</div>		PAGE OF PAGES <div style="text-align: right;">1 19</div>					
2. CONTRACT (Proc. Inst. Ident.) NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST PROJECT NO.							
5. ISSUED BY DISA/DITCO-NAT'L CAPITAL REGION ATTN: CODE DTN 701 S. COURTHOUSE ROAD ARLINGTON, VA 22204-2199		CODE HC1001		6. ADMINISTERED BY (If other than item 5) CODE							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)				8. DELIVERY <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> FOB ORIGIN</div><div><input checked="" type="checkbox"/> OTHER (See below)</div></div>							
				9. DISCOUNT FOR PROMPT PAYMENT							
10. SUBMIT INVOICES ITEM				(4 copies unless other- wise specified) TO THE ADDRESS SHOWN IN: INDIVIDUAL TASK ORDERS							
CODE 71298814		FACILITY CODE 1JHM5									
11. SHIP TO, MARK FOR CODE		SEE SCHEDULE		12. PAYMENT WILL BE MADE BY CODE							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5)</div><div><input type="checkbox"/> 41 U.S.C. 253(c)()</div></div>				14. ACCOUNTING AND APPROPRIATION DATA TO BE INCLUDED IN INDIVIDUAL TASK ORDERS							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		SEE SCHEDULE									
				15G. TOTAL AMOUNT OF CONTRACT				CEILING \$24,000,000.00			
16. TABLE OF CONTENTS											
SEC.		DESCRIPTION				PAGE(S)		SEC.		DESCRIPTION	
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/CONTRACT FORM						X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OF SERVICES AND PRICES/COSTS						PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT						X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING						PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE						K	REPRESENTATIONS, CERTIFICATIONS AND		
X	F	DELIVERIES OR PERFORMANCE						OTHER STATEMENTS OF OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA						L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS						M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER'S DECISION WHILE COMPLETING ITEMS APPLICABLE											
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) offer on Solicitation Number DCA100-99-R-4030 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER MARK BOGART CONTRACTING OFFICER					
19B. NAME OF CONTRACTOR BY				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY				20C. DATE SIGNED	
(Signature of person authorized to sign)						(Signature of Contracting Officer)					

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SECTION B Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES

0001

Firm Fixed Price as set forth within individual
FFP - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES

0002

Cost Plus Fixed Fee as set forth within individual
CPFF - Task Orders (TOs)

ITEM NO SUPPLIES/SERVICES

0003

Time and Materials or labor Hour Type,
T&M - T&M - work to be performed will be defined in Task Orders (TO) and
reimbursed at rates IAW the Labor Rate Table Referenced in Section J.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0004

IAW with Contract Data Requirements List (CDRLs),
FFP - DD Form 1423, and associated Data Item Descriptions (DIDs).

NSP

ITEM NO SUPPLIES/SERVICES

0005

OPTION Firm Fixed Price as set forth within individual
YEAR 1 FFP - Task Orders (TOs).

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ITEM NO SUPPLIES/SERVICES

0006

OPTION Cost Plus Fixed Fee as set forth within individual

YEAR 1 CPFF - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES

0007

OPTION Time and Materials or labor Hour Type,

YEAR 1 T&M - T&M - work to be performed will be defined in Task Orders (TO) and reimbursed at rates IAW the Labor Rate Table Referenced in Section J.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0008

OPTION IAW with Contract Data Requirements List (CDRLs),

YEAR 1 FFP - DD Form 1423, and associated Data Item Descriptions (DIDs).

NSP

ITEM NO SUPPLIES/SERVICES

0009

OPTION Firm Fixed Price as set forth within individual

YEAR 2 FFP - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES

0010

OPTION Cost Plus Fixed Fee as set forth within individual

YEAR 2 CPFF - Task Orders (TOs).

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ITEM NO SUPPLIES/SERVICES
0011
OPTION Time and Materials or labor Hour Type,
YEAR 2 T&M - T&M - work to be performed will be defined in Task Orders (TO) and
reimbursed at rates IAW the Labor Rate Table Referenced in Section J.

ITEM NO SUPPLIES/SERVICES
0012
OPTION IAW with Contract Data Requirements List (CDRLs),
YEAR 2 FFP - DD Form 1423, and associated Data Item Descriptions (DIDs).

NSP

ITEM NO SUPPLIES/SERVICES
0013
OPTION Firm Fixed Price as set forth within individual
YEAR 3 FFP - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES
0014
OPTION Cost Plus Fixed Fee as set forth within individual
YEAR 3 CPFF - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES
0015
OPTION Time and Materials or labor Hour Type,
YEAR 3 T&M - T&M - work to be performed will be defined in Task Orders (TO) and
reimbursed at rates IAW the Labor Rate Table Referenced in Section J.

ITEM NO SUPPLIES/SERVICES
0016
OPTION IAW with Contract Data Requirements List (CDRLs),
YEAR 3 FFP - DD Form 1423, and associated Data Item Descriptions (DIDs).

NSP

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ITEM NO SUPPLIES/SERVICES

0017

OPTION Firm Fixed Price as set forth within individual

YEAR 4 FFP - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES

0018

OPTION Cost Plus Fixed Fee as set forth within individual

YEAR 4 CPFF - Task Orders (TOs).

ITEM NO SUPPLIES/SERVICES

0019

OPTION Time and Materials or labor Hour Type,

YEAR 4 T&M - T&M - work to be performed will be defined in Task Orders (TO) and reimbursed at rates IAW the Labor Rate Table Referenced in Section J.

ITEM NO SUPPLIES/SERVICES

0020

OPTION IAW with Contract Data Requirements List (CDRLs),

YEAR 4 FFP - DD Form 1423, and associated Data Item Descriptions (DIDs).

NSP

CLAUSES INCORPORATED BY FULL TEXT

52.217-9100 OPTIONS TO EXTEND THE TERM OF THE CONTRACT
(IAW FAR 17.204)

In addition to the base contract period requirements set forth above, Option Periods 1 through 4 (CLINs 0005 through 0020), represent options to acquire continued effort. These optional efforts shall be performed in accordance with the requirements set forth in Section C of this document. Performance under these option periods shall be executed in accordance with the same terms and conditions in effect under the basic period. Refer to clause number 52.217-9, entitled "Option to Extend the Term of the Contract," for the terms and conditions for these options.

CLAUSES AND PROVISIONS

- A. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

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- B. Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

SPECIAL TERMS AND CONDITIONS RELATED TO CONTRACT PRICES/COSTS

A. LABOR CATEGORY RATES UNDER A T&M OR LABOR HOUR ORDER:

1. Government Site Rates: Factors used to formulate these rates are based on contractor provision of required personnel only. Daily use of office space, equipment and supplies necessary to perform the required service will generally be provided by the Government and specified within each TO.
2. Contractor Site Rates: Factors used to formulate these rates are based on contractor provision of required personnel, office space at their own location, and all supplies and services required in a normal office environment, including, but not limited to, telephones, facsimile machines, copiers, personal computers, everyday postage (to include express mailing), ordinary business software (e.g., word processors, spreadsheets, graphics, etc.), and normal copying and reproduction costs.
3. Composite Rates: The Individual Labor Category Rates stipulated above represent rates developed alone by the Prime Contractor or composite rates developed by the Prime and its first tier subcontractors. Composite rates shall not include subcontractor rates below the first tier level.
4. Wage Rate Reimbursement: The Contractor hereby agrees, that the wage rate portion of all hours for which it claims and receives reimbursement, will be paid to the individual who worked the hours claimed and reimbursed. The Contractor agrees not to seek payment for those hours for which it does not intend to reimburse the employee who worked those hours.

B. NON-LABOR COST ELEMENTS UNDER A T&M ORDER:

1. Any non-labor costs to be included in individual task orders will be reimbursed at the discretion of, or negotiated by, the Ordering Contracting Officer.
2. Both prime contractor and subcontractors are permitted to procure material to include hardware, software and other equipment; however, the procured material will be reimbursed at its actual unit purchase price plus the negotiated Mark-up or Administrative Expense Service charge rate only. No intermediate subcontractor markup is allowed.
3. No profit/fee shall be assessed.
4. Within individual Task Orders all MITSS Contractors are hereby authorized to place delivery orders against GSA Schedules to satisfy those materials purchases which are available on GSA Schedules.

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SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

52.215-9107 REQUIREMENTS AND STANDARDS (IAW FAR 15.204-2(c))

The work and services to be performed shall be subject to the requirements and standards contained in the following:

- a. Statement of Work (SOW) entitled "Minority Institutions Technical Support Services", dated 15 June 1999 and referenced in Section J, List of Attachments.
- b. Individual Task Orders placed under this contract, including task descriptions, and Contract Data Requirements List, DD Form 1423, and associated Data Item Descriptions.

NOTES:

1. The contracting officer and specialist can be reached using the following phone numbers or email addresses:

Contracting Officer Mark Bogart 703-607-6920 bogartm@ncr.disa.mil
DSN 327-6920

Contract Specialist _____

Contracting Officer's Representative Bervin Elliott 703 969-1904 ext. #2 elliottb@ncr.disa.mil
DSN 426-1904 ext. #2

2. 52.239-9202 YEAR 2000 COMPLIANCE (MAR 1998)

- b. All information technology provided under, or in support of, this contract by the contractor and all subcontractors shall be Year 2000 compliant. "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
- b. To ensure Year 2000 compliance, the contractor shall, at a minimum, test a representative sampling of the information technology, or the same type of information technology, that will be provided under the contract. Year 2000 Compliance testing will be accomplished and documented in accordance with generally accepted commercial standards/practices. If requested, the contractor shall provide the Government with a copy of such Year 2000-compliance test documentation at no additional cost to the Government.

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SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.214-9100 PACKAGING AND MARKING OF DELIVERABLES (IAW FAR 14.201-2(d))

- a. All data submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall be in accordance with the applicable Contract Data Requirements List and Data Item Descriptions. All data and correspondence submitted to the Contract Officer or the (COR) shall reference the contract number and the name of the Contract Specialist and/or COR as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contracting Officer.
- b. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.246-4	Inspection Of Services Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	JAN 1986
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-9100 INSPECTION AND ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

- A. Final inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task Order deliverable items rejected shall be corrected in accordance with the applicable clauses.
- B. Unless otherwise stated in the individual Task Order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection.

52.246-9101 BASIS FOR ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

- a. The basis for acceptance shall be compliance with the requirements set forth in Section C, Description/Specifications, Work Statement, and other terms and conditions of the contract. Deliverable items rejected under the resulting contract shall be corrected in accordance with the applicable clauses.
- b. The Government will require a period not to exceed 30 days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the contract.

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-16	Variation In Quantity	APR 1984
52.232-11	Extras	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9100 PERIOD OF PERFORMANCE
(IAW FAR 11.401(a))

Performance under this contract shall begin on date of award and continue for twelve (12) months thereafter.

52.211-9101 PLACE OF PERFORMANCE
(IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s): Contractor Site and Government Site

52.211-9102 PERIOD OF PERFORMANCE FOR OPTIONS
(IAW FAR 11.401(a) and 15.204-2(f))

The period of performance for the options, if exercised, shall be as follows:

- a. Option 1 (CLINs 0005 through 0008) performance period is twelve months following the Basic Period.
- b. Option 2 (CLINs 0009 through 0012) performance period is twelve months following Option Period 1.
- c. Option 3 (CLINs 0013 through 0016) performance period is twelve months following Option Period 2.
- d. Option 4 (CLINs 0017 through 0020) performance period is twelve months following Option Period 3.

52.211-9103 DELIVERY SCHEDULE FOR REPORTS AND OTHER DELIVERABLES
(IAW FAR 11.401(a) and 15.204-2(f))

Each individual Task Order shall include a schedule of delivery for its stated requirements. The schedule shall be included in the Task Order Statement of Work, or, in the case of data, in an appropriately detailed Contract Data Requirements List, DD FORM 1423.

52.211-9104 PLACE OF DELIVERY
(IAW FAR 11.401(a) and 15.204-2(f))

Each individual Task Order shall specify the destination to which delivery shall be made. The place of delivery shall be included in the Task Order Statement of Work or, in the case of data, in an appropriately detailed Contract Data Requirements List, DD Form 1423.

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52.211-9105 PERIOD OF PERFORMANCE FOR TASK ORDERS
(IAW FAR 11.401(a) and 15.204-2(f))

The period of performance for each task order shall be specified in each individual task order. Orders issued prior to the expiration date of the contract may be carried to completion as specified in the Task Order provided sufficient monies are available and all other funding regulations are complied with.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.215-9110 TASK ORDERING
(IAW FAR 15.204-2(g))

FAIR OPPORTUNITY FOR CONSIDERATION:

One or more Task Orders (TOs) may be issued during the performance period of this contract. The Ordering Contracting Officer's (KO) decision to issue an order to a particular awardee shall be in accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b). The KO will give each awardee a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the conditions in FAR 16.505(b)(2) applies.

252.201-9100 CONTRACT MANAGEMENT
(IAW DFARS 201.602-2)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract:

A. Contracting Officer. All contract administration not delegated to the DCMC will be effected by the DISA Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the DISA Contracting Officer. The word "Government" as used throughout this contract or its attachments refers specifically to the DISA Contracting Officer. All references to "Contracting Officer (KO)" throughout this contract that pertain to task orders means that these ordering KOs have full authority within their warrants and full responsibility for that task order alone. The full authority and responsibility for the basic contract (and all DISA orders) resides with the DISA procuring Contracting Officer. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere, the said authority remains solely with the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the appropriate Contracting Officer authorizing such changes. Should the Contracting Officer designate individuals to act as the Contracting Officer's Representative (COR) or Task Monitor under any resultant contract/task order, such representative will be designated by letter of appointment from the Contracting Officer.

B. Contracting Officer's Representative (COR). The COR will be designated in writing by the DISA Contracting Officer at contract award to monitor and coordinate all technical aspects and assist in the administration of the overall contract.

C. Task Monitor (TM). "Task Monitor" as used under the MITSS contracts is a DISA term that refers to the point of contact or representative designated, in writing, by the ordering contracting officer to perform technical oversight and/or administration functions for a specific task order as outlined in the designation letter. Agencies

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placing orders under this contract may designate individual(s) with their own corresponding agency terminology (such as COR or COTR) and guidelines.

D. All Contractor contacts with all agencies of the Government and interfacing with other contractors required in the performance of this Contract will be accomplished only through the direction and with the coordination of the COR and TM. The Contractor will receive copies of the contract and designation letters stating the responsibilities and limitations of the COR and TM.

SPECIAL TERMS AND CONDITIONS RELATING TO CONTRACT PAYMENT

Payment will be made by the DFAS office specified in Block 12 of the Standard Form 26, unless the Ordering Contracting Officer specifies a DFAS paying office in individual Task Orders.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.208-9100 LIMITATION OF PRINTING, DUPLICATIONS, AND OTHER REPRODUCTIONS (IAW FAR 8.801 & 8.802)

The Contractor shall deliver only the minimum number of copies required by the Government to either accept or reject a particular deliverable as specified on the Contract Data Requirements List (CDRL). Additional copies shall not be reproduced by the Contractor. For example, the Contractor shall not duplicate the brochure for further distribution. The Government will not reimburse contractor charges for copies/reproduction unless a waiver has been approved by the Contracting Officer.

Printing of materials in excess of the above quantities require compliance with "Government Printing and Binding Regulations". (The "Government Printing and Binding Regulations" is published by the Congressional Joint Committee on Printing (JCP)). Copies of this publication (S. Pub 101-9) are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. These regulations do not preclude the writing, editing, preparation of manuscript or related illustrative material, if required as part of this contract. They do not apply to the printing or duplicating required by contractors for their own use in complying with the contract.

52.209-9100 CONFLICT OF INTEREST (IAW FAR 9.5)

It is understood and agreed that the Contractor, under the terms of this contract, or through the performance of the Statement of Work made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the Contractor in an organizational conflict of interest, which could serve as a basis for excluding the Contractor from supplying products or services to the Defense Information Systems Agency (DISA). Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the Contractor to perform work, in contravention of the above understanding. It will be the Contractor's responsibility to identify any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer shall notify the Contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include tasking which involves the preparation of a complete specification of materials leading directly and predictably to competitive procurement of a system. This clause shall be included in any subcontracts awarded under this contract.

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52.215-9114 TRAVEL
(IAW FAR 15.204-2(h))

The prior approval of long distance travel will be defined in each task order.

52.215-9117 KEY PERSONNEL

The Contractor shall request approval of the Contracting Officer's Representative (COR) or Task Monitor (TM) at least thirty (30) days prior to making any changes in key personnel. Key personnel are defined as follows:

- a. Personnel identified in the Task Order proposals as key individuals to be assigned for participation in the performance of the Task Order;
- b. Individuals designated as key personnel by agreement of the Government and the Contractor during negotiations.

The Contractor must demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced.

Security Requirements. A provision for a facility clearance of Secret will be included for each MITSS contractor. Lack of a SECRET clearance at contract award or inability to obtain a SECRET Clearance will not prevent award nor be deemed a basis for termination. It will merely prevent MITSS Contractors without proper clearances to be considered for those Task Order Opportunities that require appropriate clearances.

52.215-9118 MATERIAL PURCHASES
(IAW FAR 15.204-2(h))

Except for those items proposed by the Contractor and agreed upon by the Government and Contractor during negotiations, any material purchased by the Contractor for use under Task Orders must be approved by the Ordering Contracting Officer prior to its purchase. The Government shall not be liable for material purchased without the Contracting Officer's prior knowledge or consent.

52.228-9100 WORK ON A GOVERNMENT INSTALLATION
(IAW FAR 28.307-2)

In performing work under this contract on a Government installation or in a Government building, the Contractor shall:

- a. Obtain and maintain the minimum kinds and amounts of insurance specified by FAR 28.307-2.
- b. Conform to the specific safety requirements established by this contract.
- c. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- d. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

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e. Take such additional immediate precautions as the Contracting Officer or Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.

52.245-9100 GOVERNMENT PROPERTY
(IAW FAR 45.103(c))

a. Government Furnished Equipment: Government furnished equipment, data, or services as set forth in the SOW.

b. Contractor Acquired Property: In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

c. Disposition of Government Property: Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the Contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Contracting Officer will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

d. Risk of Loss: The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

252.226-7000 NOTICE OF HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION SET-ASIDE (APR 1994)

(a) "Definitions. Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) General. (1) Offers are solicited only from historically black colleges or universities and minority institutions.

(2) Any award resulting from this solicitation will be made only to an offeror which is a historically black college or university or a minority institution at the time of submission of its initial offer including price.

(c) Agreements. The offeror will --

(1) Perform at least 50 percent of the cost of contract performance incurred for personnel with its own employees; and

(2) Upon request by the Contracting Officer, provide evidence prior to award that the Secretary of Education has determined the offeror to be a historically black college or university or minority institution.

(End of clause)

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	OCT 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.203-2	Certificate of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
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52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
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52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	SEP 1996
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52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Special Prohibition on Employment	JUN 1997
252.203-7002	Display of DOD Hotline Poster	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 1998
252.205-7000	Provisions of Information to Cooperative Agreement Holders	DEC 1991
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252.215-7002	Cost Estimating Systems Requirements	OCT 1998
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252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
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252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	MAR 1998
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252.225-7026	Reporting of Contract Performance Outside The United States	MAR 1998
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252.227-7013	Rights in Technical Data-Noncommercial Items	NOV 1995
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252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding of Payment	OCT 1988
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
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252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management	SEP 1996
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994
252.246-7000	Material Inspection and Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	NOV 1995
252.247-7024	Notification of Transportation of Supplies by Sea	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Number of Contract Awards. 11 contracts have been awarded under the Minority Institutions Technical Support Services (MITSS) Procurement.

(b) Maximum Contract Value. The value of all task orders placed under all contracts awarded shall not exceed \$24,000,000 over the term of the contract. The maximum value on any single contract is not fixed. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount.

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(c) Minimum Guarantee. The guaranteed minimum is \$1,500.00 for each awardee for the Base Contract Period only. There is no guaranteed minimum for optional Contract Periods II through V.

(d) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(e) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$24,000,000.00;

(2) Any order for a combination of items in excess of \$24,000,000.00 or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(e) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(f) Notwithstanding paragraphs (d) and (e) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (d), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(g) While it is recognized that Time and Materials (T&M) or Labor Hours (LH) rates may not be increased, they may be proposed and/or negotiated below the contract rates based on unique requirements of the individual Task Orders. Both parties may find this advantageous during the fair opportunity for consideration award of individual task orders

(h) Prior to award of cost reimbursement Task Orders, ordering offices should ensure that the contractors accounting has been approved by DCAA.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

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SECTION J List of Documents, Exhibits and Other Attachments

Section J Table of Contents

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Attachment 1	Statement of Work “Minority Institutions Information Technology Support Services”	11 June 1999	26
Attachment 2	Labor Rate Table	December 1999	05
Attachment 3	DD Form 254, Security Classification Specification	18 June 1999	04
Attachment 4	Register of Wage Determination Under the Service Contract Act, Wage Determination No: 94-2119 Revision No.: 14, 27 May 1999	6 December, 1999	08

NOTE 1: The Wage Determination will be available prior to award and, if applicable, incorporated in the contract upon award.

NOTE 2: The “Service Contract Act Directory of Occupations” is available for viewing on the Internet at the following URL:
<http://www.dol.gov/dol/esa/public/regs/compliance/whd/wage/main.htm>